

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KESHONA LAWRENCE, YIYI WANG,  
ISAAC ADELEKE, ANDREW CHEN, AND  
KIMBERLY HOLMGREN,

Petitioners,

v.

TWITTER, INC. and X CORP.,

Respondents.

Case No. \_\_\_\_\_

**PETITION TO  
COMPEL ARBITRATION**

**NATURE OF THE PETITION**

1. Petitioners, all former Twitter Washington employees with whom Twitter has refused to engage in arbitration — despite having previously compelled employees raising similar claims to arbitrate their claims — file this Petition to Compel Arbitration.

2. Since Elon Musk’s acquisition of Twitter in October 2022, the company has been accused of a variety of unlawful acts, including failing to pay laid off employees promised severance payments, discriminating against employees on the basis of sex, race, age, and disability, failing to pay promised bonuses, violating the WARN Act and FMLA, and other legal

1 violations. More than 2,000 of Twitter’s former employees have attempted to pursue arbitration  
2 claims against the company, following Twitter’s successfully moving to compel arbitration in  
3 several federal class action cases in court against it. While many of these arbitrations are now  
4 moving forward, Twitter has used multiple excuses not to participate in arbitration with many  
5 employees who have brought claims against it.

6 3. Most notably, Twitter has refused to pay the full arbitration fees for most  
7 employees who worked outside California, Nevada, or Oregon, including Petitioners who all  
8 worked for Twitter in Washington. Twitter has refused to pay these fees and allow Petitioners’  
9 arbitrations to move forward, even though it has been ordered to do so by both arbitration  
10 providers the parties have agreed to use, namely Judicial Arbitration and Mediation Services  
11 (“JAMS”) and the American Arbitration Association (“AAA”).  
12

13 4. Further, the JAMS arbitrator assigned to hear the Petitioners’ arbitration cases,  
14 former Washington Supreme Court Justice Faith Ireland, has already ruled that JAMS Minimum  
15 Standards apply and that Respondents are responsible for payment of all arbitration fees.  
16

17 5. Petitioners thus file this Petition seeking to compel Twitter to arbitrate their cases,  
18 pursuant to the rules of the arbitration providers that the parties agreed to, but for which Twitter  
19 has refused to participate in the arbitrations.

### 20 **PARTIES**

21 6. The Petitioners listed in the case caption are all former employees of Twitter who  
22 worked in Washington and who have filed demands for arbitration against Twitter challenging  
23 its unlawful actions following Elon Musk’s acquisition of the company.

24 7. Respondent Twitter, Inc. is a Delaware corporation headquartered in San  
25 Francisco, California.  
26

1 8. Respondent X Corp. is a Nevada corporation headquartered in San Francisco,  
2 California.

3 9. In or about March 2023, Twitter, Inc. merged with X Corp., and as a result  
4 Twitter, Inc. and X Corp. are a single entity. X Corp. has successor liability for the unlawful acts  
5 of Twitter, Inc. Twitter, Inc. and X Corp. are referred to herein as “Twitter”.

6  
7 **JURISDICTION AND VENUE**

8 10. This Court has jurisdiction over this action pursuant to 9 U.S.C. § 4 and 28 U.S.C.  
9 § 1332 because the underlying matters in controversy exceed the sum or value of \$75,000,  
10 exclusive of interest and costs, and the Petitioners reside in a different state from Respondents.

11 11. This Court has personal jurisdiction over Twitter, Inc. and X Corp. because they  
12 have places of business and are doing business in this district.

13 12. Venue is proper in this district pursuant to 9 U.S.C. § 4 and 28 U.S.C. § 1391(b)  
14 because Twitter, Inc. and X Corp. have offices and conduct business in this district, and many of  
15 the acts and omissions complained of occurred in this district.

16  
17 **BACKGROUND**

18 13. Twitter is a social media company that used to employ thousands of people across  
19 the United States.

20 14. In April 2022, it was announced that multi-billionaire Elon Musk would be  
21 purchasing the company. Following his purchase, which was completed in October 2022, the  
22 company laid off approximately 80% of its employees.

23 15. Many of these employees have brought various claims against the company  
24 concerning their separations from Twitter, including claims related to unpaid promised severance  
25 payments, discrimination, and other legal obligations that Twitter has refused to comply with.  
26

1           16.     When class action lawsuits were filed against Twitter in court, Twitter regularly  
2 moved to compel arbitration, and it succeeded (with respect to employees who were bound by an  
3 arbitration clause). See Cornet v. Twitter, Inc., 2023 WL 187498 (N.D. Cal. Jan. 13, 2023);  
4 Borodaenko v. Twitter, Inc., 2023 WL 3294581 (N.D. Cal. May 5, 2023); Rodriguez v. Twitter,  
5 Inc., 2023 WL 3168321 (N.D. Cal. May 1, 2023); see also Gadala v. Twitter, Inc., No. 3:23-cv-  
6 01595-JSC (N.D. Cal. May 15, 2023); Adler v. Twitter, Inc., No. 3:23-CV-01788 (N.D. Cal.  
7 May 12, 2023) (Dkt. 14) (Twitter’s motion to compel arbitration, which was withdrawn because  
8 plaintiff opted out of arbitration).  
9

10           17.     After Twitter moved to compel arbitration in cases in which former employees  
11 brought court actions against it, more than 2,000 Twitter employees brought their claims against  
12 Twitter individually in arbitration.

13           18.     However, as discussed below, Twitter has refused to participate in many of these  
14 arbitrations, including the arbitrations filed by Petitioners.

15           19.     Petitioners hereby ask this Court to compel Twitter to arbitrate pursuant to the  
16 Federal Arbitration Act (“FAA”), 9 U.S.C. § 4.  
17

18           20.     Petitioners (like thousands of former Twitter employees who have sought to bring  
19 claims against Twitter in arbitration) signed nearly identical arbitration agreements that state that  
20 they are applicable to any disputes arising from or related to their employment with Twitter or  
21 separation of their employment.

22           21.     Petitioners’ agreements provide that the parties will bring any claims in  
23 arbitration before Judicial Arbitration and Mediation Services (“JAMS”), an arbitration service  
24 provider, pursuant to the then-current JAMS Rules. See Exhibit 1 (representative JAMS  
25 arbitration agreement).  
26

1           22. JAMS requires that, for employment-related disputes, the employer must pay the  
2 full arbitration fees (including arbitrators' compensation), other than for a nominal filing fee,  
3 which the employee must pay.<sup>1</sup>

4           23. However (with a few exceptions), other than for employees who worked in  
5 California, Nevada, and Oregon, Twitter has refused to pay the full arbitration fees. Twitter has  
6 refused to pay the full arbitration fees for the Petitioners, so their arbitrations have not moved  
7 forward.

8           24. JAMS Rules include a provision stating that, whenever parties have provided for  
9 arbitration by JAMS, the parties shall be deemed to have incorporated JAMS Rules as a part of  
10 their arbitration agreement. The Rules further provide that any other agreements the parties may  
11 make with respect to procedures for employment-related arbitrations must comport with the  
12 JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness ("JAMS  
13 Minimum Standards"). See Exhibit 2.

14           25. Pursuant to the Minimum Standards, an employee who brings an arbitration case  
15 to JAMS must pay an initial relatively nominal filing fee (no more than the fee that would be  
16 required for a court). However, all other arbitration fees, including fees to pay the arbitrator,  
17 must be borne by the employer. See Exhibit 2, at 4 (JAMS Standard No. 6).

18           26. Following Twitter's moving to compel arbitration in the class action lawsuits  
19 referenced above, Petitioners filed arbitration demands against Twitter with JAMS.  
20  
21

22  
23 <sup>1</sup> In its Order regarding arbitration, the court in Gadala v. Twitter stated: "Plaintiff [a  
24 Florida resident] shall only be required to pay the JAMS arbitration filing fee up to the amount  
25 she would pay to initiate an action in this Court; Defendants shall be required to pay all other  
26 costs of arbitration." Case No. 3:23-cv-01595-JSC (Dkt. 18).

1           27. JAMS notified the parties at the outset of each arbitration case that it determined  
2 the Minimum Standards for employment disputes apply. Twitter agreed to their application by  
3 including JAMS in its arbitration agreements, not objecting timely to the designation, and (as  
4 explained in JAMS Minimum Standards letter) by proceeding in the arbitration process.

5           28. Pursuant to JAMS procedures, a number of these arbitrations began  
6 administration, a number of arbitrators were appointed, and hearing dates and other dates began  
7 to be scheduled.

8           29. However, on June 2, 2023, after approximately 2,000 individual arbitrations had  
9 been filed against it, Twitter reversed course. Despite knowing that JAMS rules require  
10 employers to pay the full arbitrator fees in employment cases under the Minimum Standards,  
11 Twitter submitted a letter to JAMS' General Counsel, Sheri Eisner, requesting that all arbitration  
12 fees be split equally among the parties (in all states other than California, Nevada, and Oregon).  
13 Counsel for claimants quickly objected.

14           30. On June 21, 2023, JAMS replied to Twitter's letter, reaffirming that the Minimum  
15 Standards were applicable and stating that JAMS would decline to administer arbitrations in  
16 which the employer did not agree to abide by the Minimum Standards. See Exhibit 3.

17           31. On June 28, 2023, Twitter sent another letter to JAMS informing it that Twitter  
18 would refuse to proceed with arbitrations in states outside California, Nevada, and Oregon. See  
19 Exhibit 4.

20           32. On June 30, 2023, JAMS informed the parties that it would decline to arbitrate  
21 any disputes in which Twitter refused to pay its required fees and claimants did not waive  
22 application of the Minimum Standards. Nevertheless, JAMS proceeded with the arbitrator  
23  
24  
25  
26

1 selection process for Petitioners, and Justice Faith Ireland was appointed as the arbitrator for  
2 Petitioners' cases.

3 33. Twitter's arbitration agreements that specify JAMS as the arbitration provider  
4 state that: "Employee and the Company agree to bring any claim in arbitration before Judicial  
5 Arbitration and Mediation Services ('JAMS'), pursuant to the then-current JAMS Rules...."  
6 Exhibit 1 at 2, § 5.

7 34. JAMS Rules provide: "(a) The JAMS Employment Arbitration Rules and  
8 Procedures ('Rules') govern binding Arbitrations of disputes or claims that are administered by  
9 JAMS and in which the Parties agree to use these Rules or, in the absence of such agreement, the  
10 disputes or claims are employment-related, unless other Rules are prescribed. (b) The Parties  
11 shall be deemed to have made these Rules a part of their Arbitration Agreement ('Agreement')  
12 whenever they have provided for Arbitration by JAMS under its Employment Rules or for  
13 Arbitration by JAMS without specifying any particular JAMS Rules and the disputes or claims  
14 meet the criteria of the first paragraph of this Rule."  
15

16 35. JAMS Rules further provide: "The Parties may agree on any procedures not  
17 specified herein or in lieu of these Rules that are consistent with the applicable law and JAMS  
18 policies (including, without limitation, the JAMS Policy on Employment Arbitration Minimum  
19 Standards of Procedural Fairness and Rules 15(i), 30 and 31)."  
20

21 36. The JAMS Policy on Employment Arbitration Minimum Standards of Procedural  
22 Fairness provides: "The only fee that an employee may be required to pay is JAMS' initial Case  
23 Management Fee. All other costs must be borne by the company, including any additional JAMS  
24 Case Management Fee and all professional fees for the arbitrator's services." Exhibit 2, at 4  
25 (Standard No. 6).  
26

1 37. Petitioners, whose agreements specify JAMS as the arbitration provider, filed  
2 arbitration demands against Twitter with JAMS. A sample JAMS demand is attached as Exhibit  
3 5.

4 38. However, Twitter thereafter informed JAMS and Petitioners' counsel that it  
5 would not proceed in JAMS with arbitration under the Minimum Standards for arbitrations  
6 outside California, Nevada, and Oregon because Twitter refused to pay the full arbitration fees  
7 for these cases. See Exhibit 4.

8 39. As noted above, JAMS still proceeded with appointing an arbitrator for  
9 Petitioners' cases, a process in which Twitter participated. Justice Ireland was appointed as the  
10 arbitrator for their cases. Petitioners' cases were scheduled for hearing in May and June 2025.  
11 However, Twitter refused to go forward and pay the fees required for these arbitration hearings  
12 to proceed.

13 40. Under the arbitration agreement that Twitter drafted, and the parties signed, the  
14 parties are required to abide by JAMS Rules, which in turn require application of the Minimum  
15 Standards. Moreover, while JAMS Rules permit the parties to agree to other rules, JAMS policy  
16 requires application of the Minimum Standards.

17 41. By refusing to abide by the JAMS Minimum Standards and pay the full arbitrator  
18 fees as required by those standards (which Twitter was or should have been aware of when  
19 entering into these arbitration agreements and moving to compel employees' claims to  
20 arbitration), Twitter is preventing the arbitrations from proceeding forward. By doing so, it has  
21 interfered with Petitioners' right to arbitrate their claims at JAMS, as required by their  
22 agreements.  
23  
24  
25  
26



42. Petitioners, for whom Twitter has refused to pay the full arbitration fees for their cases are aggrieved by Twitter's failure, neglect, and refusal to arbitrate under its own written agreement, which requires Twitter's compliance with the JAMS Minimum Standards.

43. Petitioners' counsel previously filed a similar Petition to Compel arbitration in the Northern District of California. See Ma et al v. Twitter, Inc., No. 23-cv-03301 (N.D. Cal.). That Petition was originally filed as a class action, though class action status was later denied. On February 7, 2025, the Court in Ma issued an order, agreeing that Twitter had to pay full arbitration fees for cases outside California, Nevada, and Oregon, but concluded that Petitioners would need to obtain an order compelling arbitration from the district in which the arbitration would proceed (which, under the agreement, would be the location of where the Petitioners worked for Twitter). Id. (Dkt. 67). Petitioners are therefore now filing this Petition to Compel Arbitration in Washington, which is where they worked for Twitter.

### COUNT I – FEDERAL ARBITRATION ACT

Petitioners are aggrieved by Twitter's failure, neglect, and refusal to arbitrate under its own written agreement. Accordingly, this Court should compel Twitter to arbitrate at JAMS and AAA, as agreed to by the parties, under 9 U.S.C. § 4.

### PRAYER FOR RELIEF

WHEREFORE, Petitioners respectfully request that this Court:

1. Enter an Order requiring that Twitter arbitrate the claims of Petitioners pursuant to the terms of their arbitration agreements, including by complying with JAMS Minimum Standards and AAA rules, and paying the arbitration fees and costs JAMS and AAA have determined are necessary to empanel arbitrators and allow the arbitrations to proceed.

2. Award any additional relief to which Petitioners and those similarly situated are entitled.

DATED this 11<sup>th</sup> day of April 2025.

Respectfully submitted,

PETITIONERS KESHONA LAWRENCE, YIYI WANG, ISAAC ADELEKE, ANDREW CHEN, AND KIMBERLY HOLMGREN,

By their attorneys,

/s/ Michael C. Subit

Michael C. Subit, WSBA No. 29189

**FRANK FREED SUBIT & THOMAS LLP**

Suite 1200

Hoge Building

705 Second Avenue

Seattle, Washington 98104-1729

Telephone (206) 682-6711

Fax: (206) 682-0401

msubit@frankfreed.com

*Local Counsel*

Shannon Liss-Riordan (*pro hac vice* forthcoming)

**LICHTEN & LISS-RIORDAN, P.C.**

729 Boylston Street, Suite 2000

Boston, MA 02116

(617) 994-5800

Email: sliss@llrlaw.com

*Attorneys for Petitioners*